



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

www.atf.gov

MEMORANDUM OF AGREEMENT

BETWEEN

**UNITED STATES BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND
EXPLOSIVES (ATF)**

AND

PORT OF SEATTLE POLICE DEPT

This Memorandum of Understanding (MOU) delineates a cooperative law enforcement effort between the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Port of Seattle Police Department. This MOU is not intended as a formal contract between the Agencies but rather, as an expression of understanding to facilitate cooperation as detailed below.

1. PURPOSE

To establish an agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Explosives Technology Branch – Seattle and Port of Seattle Police Department, 17801 International Blvd. (Pacific Highway So.), Seattle, WA for use of their property at Seattle Tacoma International Airport (specifically, the explosives storage area located south of the snow removal equipment storage shed) to place two ATF explosives storage magazines.

2. BACKGROUND

The ATF Explosives Technology Branch, (ETB) requires a suitable place in the local operational area of the ATF - ETB Seattle satellite office to place two explosives storage magazines.

3. RESPONSIBILITIES

ATF will:

- a. Notify the Port of Seattle Police Dept whenever ATF personnel are entering the Airport SIDA / AOA area to access the ETB explosives storage magazines.
- b. Provide Port of Seattle Bomb Disposal Unit unrestricted access to one (ser # 1466-08) explosive storage magazines for storage of explosive evidence and seized / recovered explosives.

- c. Complete all required training and follow all applicable regulations to maintain driving privileges in SIDA / AOA area in order to access the ETB explosives storage magazines.
- d. Follow all Federal and State regulations regarding the storage of explosive materials.
- e. Provide the Port of Seattle Police Department an inventory of explosives stored on port property upon request.

Port of Seattle Police Department will:

- a. Allow ATF personnel unrestricted 24/7 access to the area where the explosives magazines are located on Port of Seattle property.
- b. Provide keys to the site in order to facilitate unrestricted access to ATF Magazines by ATF personnel.
- c. Provide for two ATF officers (primary and alternate magazine custodian) to obtain airport SIDA / AOA badges.
- d. Notify ATF in a timely manner of any incidents, accidents or other occurrences at the airport which may affect the safety, security or integrity of the explosives storage magazines to include thefts, vandalism or other criminal actions.

4. INDEMINIFICATION

Title 31, United States Code, Section 1341, and Title 41, United States Code, Section 11, prohibit Federal agencies from entering any agreement that requires a Federal agency to indemnify and/or hold harmless another party where the amount of the Government's liability is indefinite, indeterminate, or potentially unlimited. ATF is a component of the U.S. Department of Justice, and as such is a self-insured entity supported by the U.S. Government. Under the Federal Tort Claims Act, 28 U.S.C. 1346 et seq., the U.S. Government accepts liability for loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the Government while acting within the scope of his or her office or employment.

5. MODIFICATION AND CANCELLATION

This Agreement may be modified only by the written agreement of the parties. Either party upon 60 calendar day's written notice may cancel this agreement.

6. TERM

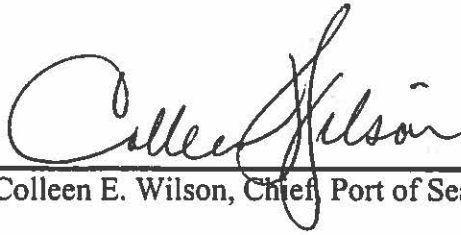
This Agreement shall go into effect upon the date the last authorized signatory signs the agreement.



Phillip A Whitley, Explosives Enforcement Officer,
Explosives Technology Branch - Bureau of Alcohol, Tobacco, Firearms and Explosives

5 Oct 09

DATE



Colleen E. Wilson, Chief, Port of Seattle Police Department

10/08/09

DATE

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of eTrace. In addition, the MOU will designate a primary and alternate point of contact within your agency. The agency point of contact will be charged with ensuring adherence to the MOU between the Bureau and the client agency users. The MOU will require the designated agency point of contact to identify individuals from their respective agency who will require system access, to periodically validate the list of users, and to notify the National Tracing Center immediately in the event that it becomes necessary to revoke or suspend a user's account.

Article IV. Interagency Communications

The participating law enforcement entity and the Bureau of Alcohol, Tobacco, Firearms and Explosives agree that a principal point of contact within each organization shall coordinate all communications and tasks under this MOU. The designated point of contacts shall be as follows:

ATF Field Division Name: Seattle Field Division

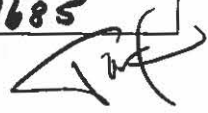
Address: 915 2nd Avenue Room 790
Jackson Federal Building
Seattle, Washington 98174

	Designated ATF Contact	Alternate ATF Contact
Name:	Sally Aldrich	Candice Nilsson
Title:	Contractor-Tracing.	
Phone #:	206 389 6864	206 389 5870

Participating Law Enforcement Agency Name: Port of Seattle Police Department

Agency Address: P.O. Box 68727
Seattle, Washington 98168

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	Clement Jimenez Bill McAteer	Lee Donlan
Title:	Detective Lieutenant	Detective
Phone #:	206-835-5742 6091	206-433-4685



Article V. Responsibilities and Procedures

In becoming an approved user of the eTrace application, the involved parties hereby acknowledge and accept the following responsibilities and procedures:

A. Responsibilities of the participating Law Enforcement Agency

The Participating Law Enforcement Agency shall:

1. Appoint a primary and alternate point of contact within your agency. The above appointed individuals will be responsible for providing and maintaining a list of all personnel within your department that will require access to eTrace.
2. The designated POC(s) within your agency will be responsible for completing "Attachment A" (Agency Approved eTrace Users) of this MOU. Any individuals within your agency who will require access to eTrace must be listed on Attachment A as agency approved users.
3. The designated POC(s) will immediately notify the ATF National Tracing Center in the event that an individual's eTrace account needs to be suspended or revoked for any number of reasons, to include (but not limited to): employee transfer, retirement, or release from employment. Initial notification for account revocation can be made by contacting the eTrace Customer Support Group @ (800) 788-7133. However, official notification to the National Tracing Center must be provided by completing Attachment B of this MOU and mailing the original copy to the NTC.
4. Once this MOU and relative attachments have been completed and signed by all involved parties, the original copies should be mailed to the ATF National Tracing Center at the following address:

Bureau of Alcohol, Tobacco, Firearms and Explosives
National Tracing Center Division
244 Needy Road
Martinsburg, WV 25401
Attn: eTrace Customer Service Group

Phone: (800) 788-7133

B. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

The appointed ATF Field Division representatives shall:

1. Coordinate all communications and tasks listed under this MOU and serve as a liaison between the participating law enforcement agency and the National Tracing Center Division.

The ATF National Tracing Center Division shall:

1. Upon receipt of this signed MOU, initiate a phone call to the designated POC and provide detailed instructions on the process of requesting and receiving an eTrace user account.
2. Review all applications for eTrace access in a timely manner and facilitate the provisioning of accounts to include relative user identifiers and passwords. Once accounts are activated, a representative from the NTC will contact each individual user and provide them with their account information.
3. Upon receipt of a request for account revocation, the NTC will immediately deactivate the said user account.
4. Provide the participating law enforcement agency's designated POC and the responsible ATF Field Division with an annual (or upon request) listing of agency approved eTrace users for review and auditing purposes.

Article VI. Conditions

- Both ATF and the participating law enforcement agency acknowledge their understanding that the eTrace application is intended "FOR OFFICIAL LAW ENFORCEMENT USE ONLY". The government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on these web sites are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. Sections 1001 and 1030.
- The parties acknowledge that the eTrace application will only be accessed and utilized from your official duty station and/or alternate task force locations. However, under isolated and stringent circumstances eTrace can be accessed from an alternate location, specifically in furtherance of Law Enforcement activities.
- The parties agree that premature disclosure of certain firearms trace information can reasonably be expected to interfere with pending or prospective law enforcement proceedings. This law enforcement sensitive information includes data that can link a traced firearm to: the location of a crime; the Federal firearms licensee; retail purchaser or possessor of a traced firearm; or to firearms trafficking patterns involving a traced firearm. It is agreed that the law enforcement sensitive firearms trace information generated pursuant to this agreement shall not be disclosed to a third party without the consent of both parties of this agreement.
- **IT IS FURTHER AGREED THAT PRIOR TO THE INITIATION OF ANY INDEPENDENT FIREARMS TRAFFICKING INVESTIGATIONS BY THE PARTICIPATING LAW ENFORCEMENT AGENCY (BASED ON FIREARM TRACING DATA OBTAINED VIA ETRACE), THE INTELLIGENCE GROUP AT THE ABOVE REFERENCED ATF FIELD DIVISION WILL BE CONTACTED.**

This critical step will not only allow for the further collaboration of valuable investigative information, but will also assist in ensuring the effectiveness and overall safety of investigating officers.

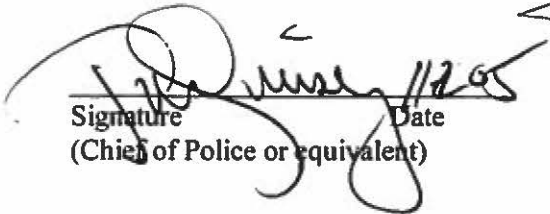
- It is understood that any report or trace result generated through the use of eTrace does not constitute a fulfillment of the Interstate Nexus requirement in any Federal, State or Administrative legal process or litigation. That expert testimony or Interstate Nexus determination is made through trained experts who must be contacted at the local ATF Field Office or Field Division Directorate.
- The parties agree that a 'crime gun' is defined as "any firearm that is illegally possessed, used in a crime, taken into police custody, or suspected by law enforcement officials of having been used in a crime".
- The parties agree that the ATF, National Tracing Center will be designated as the central recipient of all information entered into the eTrace application relative to crime gun recoveries. The participating law enforcement agency agrees to make every effort to provide complete and accurate firearm trace-related information to include: recovery location, possessor information and associated individuals. Law Enforcement agencies that make a commitment to comprehensive crime gun tracing will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence.

Article VII. Conclusion

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the eTrace application. The result of this mutual cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of the illegal firearms market and the inception of new strategies to effectively interrupt this market and impact the rate of firearm related violence.

This MOU is effective upon the date of the last signature by the authorized representative of the parties and shall remain in effect for an unspecified time period, wherein the authorized point of contact maintains that position within the participating agency, unless terminated earlier in writing by either party. Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative of the parties. This MOU may be amended or modified only by written agreement. Parties to this MOU may terminate their participation at any time upon written notification of their intent to withdraw to all other parties in the MOU. Termination of the MOU by either party will result in the revocation of all eTrace accounts established under this agreement.

In witness whereof, the parties have hereunto executed this MOU.


Signature _____ Date 11/2/05
(Chief of Police or equivalent)

Tim Kimsey
Name

Chief of Police
Title

Port of Seattle Police Department
Agency/Department


Signature _____ Date 8-18-05
(ATF - Special Agent in Charge or designee)

Kelvin N. Crenshaw
Name

Special Agent in Charge
Title

Seattle Field Division
ATF Field Division



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

**MEMORANDUM OF UNDERSTANDING - ATTACHMENT: A
AGENCY APPROVED USERS OF THE ETRACE APPLICATION**



Participating Law Enforcement

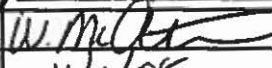
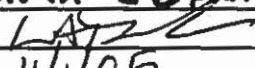
Agency Name:

Port of Seattle Police Department

Agency Address:

P.O. Box 68727

Seattle, WA. 98168

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:	Clement Jiminez Bill McAtee Lee Danlan	
Title:	Detective Lieutenant	Detective
Phone #:	206-835-5742 6091	206-433-4685
Email Address:	Jiminez.C@portseattle.org	Danlan.L@portseattle.org
Signature:		
Date:	11/1/05	11/1/05

* McAtee.w@portseattle.org

AGENCY APPROVED eTRACE USERS

NAME	TITLE	Email ADDRESS	PHONE #	NCIC ORI #
Clement Jiminez Bill McAtee	Detective Lieutenant	Jiminez.C@portseattle.org McAtee.w@portseattle.org	206-6091 835-5742	WA0173200
Lee Danlan	Detective	Danlan.L@portseattle.org	206-433- 4685	WA0173200

ATTACHMENT: A



BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES



**MEMORANDUM OF UNDERSTANDING - ATTACHMENT: B
CHANGE REQUEST FOR AGENCY APPROVED ETRACE USERS**

Participating Law Enforcement
Agency Name: _____

Agency Address: _____

	Designated Law Enforcement Agency Primary POC	Designated Law Enforcement Agency Alternate POC
Name:		
Title:		
Phone #:		
Email Address:		
Signature:		
Date:		

REQUEST FOR CHANGE OF AGENCY APPROVED eTRACE USERS

USERS NAME	TITLE	Email ADDRESS	PHONE NUMBER	NCIC ORI #	ADD or DELETE ACCESS

ATTACHMENT: B